

GENERAL TERMS AND CONDITIONS

1. INTRODUCTORY PROVISIONS

- 1.1. Scope of application. These General terms and conditions („GTC“) apply for the contracts/agreements, where CHEMINVEST s.r.o. residing at Litvínov, Gorkého 1613, Horní Litvínov, postal code: 436 01, Czech Republic, company ID: 631 48 064 (hereinafter the „Client“) acts as the customer, client or buyer, or where the GTC were announced to be the integral part of the respective contract/agreement.
- 1.2. For the GTC purposes, the contract is understood as any written contractual relationship between the Client and the Contractor whether by means of the contract or the order of the Client (hereinafter the „Contract“).
- 1.3. The Contractor (hereinafter the „Contractor“) is understood as any physical or legal entity entering into a contractual relationship with the Client on the part of the Contractor providing the Client with performance, whether designated directly as the Client or as the Seller, the Provider, etc.
- 1.4. The Client (hereinafter the „Client“) is understood as any subject to whom the Contractor undertakes to provide certain performance, part of which shall be the subject-matter of performance provided to the Client by the Contractor based on the Contract and GTC stipulated herein.
- 1.5. The Client's documentation is understood as any design documentation, information, inquiries or any other information provided to the Contractor.
- 1.6. Furthermore, these GTC apply to definition of right and duties arising from the Contract or adoption of the proposal for conclusion of any contract/agreement.
- 1.7. No commercial or other terms and conditions of the Contractor for delivery of goods or provision of services shall be applied for contractual relationships with the Client, unless explicitly stipulated otherwise. No other terms and conditions or agreements that would adjust or change deadlines, scopes, conditions or specifications of the Contract or the GTC shall be binding, unless confirmed in writing by the Client.**

2. CONCLUSION OF THE CONTRACT/AGREEMENT

- 2.1. Contractual relationship with the Client is valid only in case it was concluded in a written form within the meaning approved by the Client and undersigned by the Client's authorized representative.
- 2.2. In case of the Contract concluded in a form of the Client's order, the Client shall issue the order for the Contractor using only its printed forms. The Contractor is obliged to return the order accepted in writing by the Contractor's authorized person to the Client's address stated in the Contract within 5 days from its delivery. The Contract is concluded only when the Order is accepted in writing (confirmed) by the Contractor's authorized representative, unless stipulated otherwise by these GTC or the Contracts.
- 2.3. In case the Order is not accepted in writing by the Contractor, and despite that there is any performance executed by any party to the contract in compliance with the issued Order, and at the same time accepted by the other party, the Order shall be understood as approved by both parties to the contract as of the date of the respective performance, except for the case, when the Order is called off or cancelled on the part of the Client prior to execution of any performance of the Contractor. The Contract, terms and conditions of which are determined by the Order of the GTC, comes into existence by accepting, resp. execution of the respective performance.

3. CONTRACTOR'S OBLIGATIONS

- 3.1. The Contractor hereby acknowledges that it has carefully examined all documentation handed over by the Client. The contractor hereby acknowledges that the Client shall not accept any claims of the Contractor concerning insufficient description of the subject-matter of

performance in the documentation.

- 3.2. Furthermore, the Contractor declares that it got thoroughly acquainted with all initial documents and all conditions in order to provide the performance prior to conclusion of the contract as well as with conditions defined by legal regulations and technical standards, schedules, drawings and plans, place of performance execution, etc. and it declares that delivery/execution of the subject-matter of performance is fully feasible and possible based on documents and information of the Client.
- 3.3. Without written consent of the Client, no other materials or technologies than those stated in the Client's documentation may be used. Furthermore, the Contractor undertakes not to use any material, not to deliver any goods that would be in conflict with applicable technical standards and ecological requirements during execution of the performance subject-matter or in scope of deliveries.
- 3.4. By concluding the Contract, the Contractor declares that it is fully acquainted with the scope of performance subject-matter in accordance with the Contract and that it possesses professional competence and authorization to carry out activities in scope of performance of this Contract and that the Contractor is insured for these activities.
- 3.5. By concluding the Contract, the Contractor declares that it is fully acquainted with the Occupational Health and Safety regulations (hereinafter the „OHS“), fire protection (hereinafter the „FP“) and respective regulations in the field of environmental protection (hereinafter the „EP“) including all OHS, FP and EP regulations of the Client and Customer and the Contractor hereby undertakes to comply with them. In case execution of the performance subject-matter is carried out in the premises of Customer or third parties, the Contractor declares it is fully acquainted with all OHS, FP and EP regulations of the Customer or third parties and the Contractor hereby undertakes to comply with them. The Contractor is obliged to introduce all abovementioned OHS, FP and EP regulations to its employees who participate in execution of the performance subject-matter and to urge the employees to comply with the respective regulations.
- 3.6. Should there be need to provide other performances in the course of performance of this Contract that are not explicitly included in the subject-matter, however their provision, execution or delivery becomes necessary for execution of the subject-matter of performance pursuant to the Contract, which should have been ascertained by the Contractor while complying to its obligations, the Contractor is obliged to provide such services, work or deliveries in which case these are part of the agreed contract price.

4. STANDARDS, QUALITY AND INSPECTION

- 4.1. Unless stipulated otherwise in the Contract, the ČSN standards (understood also as ČSN EN, ČSN ISO, ČSN IEC standards) become binding for the Contractor as they determine minimum requirements for implementation of the performance subject-matter.
- 4.2. The Contractor is liable for execution of subject matter of performance, all inspections and relevant tests, as well as dispatch in quality requested by the Contract and by generally binding legal regulations applicable in the Czech Republic or in compliance with the Quality plan and the Inspection and test plan approved by the Client, in case such a plan was approved or determined by the Client.
- 4.3. Takeover (acceptance) of the subject-matter or its rejection does not relieve the Contractor from its liability or warranty obligations.

5. PERFORMANCE DEADLINE

- 5.1. The Contractor is obliged to duly fulfil/deliver the subject-matter of performance within the deadlines stipulated in the Contract.
- 5.2. The Client is not obliged to take over the subject-matter of performance prior to the deadline agreed in the Contract. In such a case, the Contractor is obliged to ensure proper storage of the subject-matter at its own expenses.

- 5.3. The Contractor is obliged to inform the Client in writing of impending default in fulfilling any of its liabilities arising from the Contract without any delay. In such a case, the Client is entitled to order the Contractor to adopt necessary measures to prevent or minimize the default and the Contractor is obliged to carry out such measures at its own expenses without any delay and within the period determined by the Client.
- 5.4. Should the Contractor fail to fulfil orders of the Client pursuant to the previous article hereof, the Client is entitled to carry out such measures itself or through third parties at the Contractor's expenses.

6. DELIVERY TERMS

- 6.1. The Contractor is obliged to deliver the subject-matter of performance duly, timely and in compliance with the delivery term/terms stipulated in the Contract.
- 6.2. The Contractor is obliged to hand over all certificates to the subject-matter of performance that are requested by applicable legal regulations, standards or agreed in the Contract along with the subject-matter.

7. PACKAGING, DESIGNATION

- 7.1. The Contractor shall ensure packaging of deliveries so that these are carefully and duly packed, as per the character of subject-matter of performance, in packages suitable for long distance transport, frequent manipulations, loading and unloading to prevent their damage during transport and storage, and to prevent their physical damage or corruption due to weather conditions, transport or unauthorized conduct of third parties for the duration of transportation or storage, and to minimize negative impact on the environment. As per properties of the equipment or different requirements for transport, loading and unloading, the Contractors shall distinctly label the packaging with "Handle with care", "Top", "Keep away from water", "Fragile", "Store away from heat" and with other respective internationally applicable designations.
- 7.2. The Contractor is liable for correct designation of deliveries, for correct use of transport documents, and in case the Contractor is obliged to ensure transport of the deliveries also for conclusion of contracts necessary for their transportation to the place of delivery by respective means of transport.

8. HANDOVER AND TAKEOVER OF PERFORMANCE SUBJECT-MATTER

- 8.1. The Client shall take over only duly executed or delivered subject-matter of performance or provided service. If the subject-matter is not delivered or executed in the proper manner, the Client is not obliged to take over such subject-matter of performance. At its discretion, the Client is entitled to take over the subject-matter even in the case that the subject-matter of performance shows defects and backlogs that do not individually or jointly prevent safe and reliable operation of the subject-matter or a unit that it is to be part of.
- 8.2. A protocol shall be prepared on handover and takeover of the subject-matter of performance. The subject-matter of performance is deemed to be handed over in case that the protocol on handover of the subject-matter of performance was undersigned by both parties to the Contract, whereas the day of handover is understood as the day of signing the protocol on handover of the Work by both parties to the contract.
- 8.3. The Client is entitled to take over the subject-matter in parts. However, takeover of any part of the subject-matter does not represent takeover of subject-matter as a whole.
- 8.4. In case that delivery of any design documentation is the subject-matter of performance, the Client is entitled to revise such documentation first. Handover and takeover of the subject-matter is understood on the day the design documentation is taken over by the Client upon the revision and only after removing all defects or backlogs detected.

9. TRANSFER OF OWNERSHIP AND RISK OF DAMAGE

- 9.1. The ownership right to the subject-matter of performance and its individual parts, if not already

in Client's ownership, shall pass from the Contractor onto the Client at the moment of its delivery to the Client and what concerns the services or works at the moment of their execution.

- 9.2. Results of design works and other documentation prepared by the Contractor in scope of performance of the subject-matter are the property of the Client that may dispose of them at its discretion. The ownership right to the documentation handed over by the Contractor to the Client shall pass onto the Client on the day of takeover of the documentation.
- 9.3. Risk of damage to the subject-matter of performance shall pass onto the Client at the moment of subject-matter takeover. Before the risk of damage passes onto the Clients, the Contractor is, at its own expenses, obliged to replace, repair or reconstruct the subject-matter of performance or any of its part that got lost, damaged or destroyed for whatever reason.

10. CONTRACT PRICE

- 10.1. The contract price is based on the mutual agreement. The price is defined as the highest acceptable price and it shall cover all costs for execution/delivery of the subject-matter of performance pursuant to terms and conditions of the Contract. The contract price is valid for the whole duration of the Contract.
- 10.2. The contract price is excluding VAT. Treatment and amount of VAT shall be applied in compliance with the VAT Act wording applicable and effective as of the date of taxable supply.
- 10.3. The contract price includes all taxes, custom duty, fees, freight costs and any other costs incurred in and outside the Czech Republic during construction, manufacturing, procurement, transport or delivery of the subject-matter of performance.
- 10.4. In case the Contract stipulates, that the subject-matter price shall be determined according to the Contractor's price list, it must be the pricelist attached to the Contractor's bid, if the pricelist was not attached, it must be the price list valid as of the date of the Contract conclusion. No price list adjustments are acceptable for the purpose of this Contract without written acceptance of such adjustments by the Client.

11. PAYMENT TERMS

- 11.1. The Contractor's claim to payment of the price for subject-matter of performance in full amount shall arise upon takeover of the subject-matter of performance by the Client. In case of gradual partial payments agreed between the Client and the Contractor, these payments shall be paid only upon confirmation of fulfilment of respective partial performance and approval of invoicing of such performance by the Client.
- 11.2. The Contract price shall be paid to the Contractor based on invoices – tax documents issued by the Contractor. The Contractor is entitled to issue the invoice – tax document and each invoice shall include a protocol on subject-matter handover approved by the Client or an invoice protocol together with mutually approved Contract.
- 11.3. 10% retainage (retention) shall be deducted from each invoiced amount that will be released upon takeover of the subject-matter as a whole and only after removing all defects or backlogs confirmed by the Client.
- 11.4. Invoices – tax documents shall contain all appurtenances of the tax documents within the meaning of the VAT Act and shall be supplemented with the Client's Contract number.
- 11.5. Maturity of invoices –tax documents is sixty (60) days from the receipt of the invoice – tax document by the Client.
- 11.6. Invoices – tax documents shall be delivered in electronic form, via email to the address **faktery@cheminvest.cz**.
- 11.7. Invoice – the tax document shall contain all appurtenances of the tax documents pursuant to respective legal regulations, in particular the following data:
- a) Contractor's trading name and place of business;
 - b) Incorporation in the Commercial Register;
 - c) Client's trading name and place of business;
 - d) Tax identification numbers of the Client and the Contractor;

- e) Company identification number of the Client and the Contractor;
 - f) Designation and title of the subject-matter of performance;
 - g) Scope and subject-matter of taxable supply;
 - h) Date of document issue;
 - i) Price excluding VAT;
 - j) Client's contract number;
 - k) Bank account number to be paid on;
 - l) Payment identifier (variable symbol).
- 11.8. Invoices – tax documents sent electronically have to be sent exclusively to faktury@cheminvest.cz and the following rules have to be observed:
- a) Subject of the email message must always contain the word “Invoice” on first place followed by the variable symbol of the invoice – tax document;
 - b) The invoice – tax document has to be an independent attachment of the email;
 - c) Other appendices of the invoice – tax document, such as delivery notes, job logging, order, etc. always have to be in a form of one or more independent attachments;
 - d) All attachments have to be in PDF format;
 - e) Maximum size of the email including all attachments must not exceed 7 MB.
- 11.9. In case of non-fulfilment of the deadline milestones specified in the Contract, qualitative or other substantial appurtenances of the Contract due to reasons on the Contractor's side, the Client is entitled to suspend payment of already due invoices - tax documents until such non-fulfilment is removed. However, the Contractor is still obliged to continue to fulfil its obligations under the terms of the Contract.
- 11.10. Payment date is understood as the date the amount is written off the Client's account.
- 11.11. The Client is entitled to return the invoice-tax document to the Contractor until the invoice becomes due in case the invoice – tax document does not have all the appurtenances mentioned in this article hereof or displays other defects. Along with returning the invoice – tax document, the Client shall inform the Contractor of reasons for its returning. Depending on the defect nature, the Contractor is obliged to correct or newly issue the invoice – tax document including its appendices. The original due date of the invoice – tax document is terminated by justified return of the invoice – tax document. The new due date starts to run from the day the Client receives completed, corrected or newly issues invoice – tax document with respective appurtenances complying with the terms of the Contract.
- 11.12. The Client shall pay the amount specified in the invoice – tax document fulfilling the terms of the Contract through a bank transfer to the Contractor's account in the time limits specified in this article after the Client receives the respective invoice – tax document and other documents to carry out the respective payment determined by the Contract.
- 11.13. All bank charges and fees of the Client's bank associated with Client's payments to the Contractor shall be borne by the Client, other bank charges or fees shall be borne by the Contractor and these charges and fees are included in the contract price, unless stipulated otherwise in the Contract.
- 11.14. Parties to the Contract have agreed the default interests starting from the due date of the invoice – tax document concerned until its settlement in legal amount.
- 11.15. The parties to the contract have agreed, that no advance payment shall be rendered, unless stipulated otherwise in the Contract. In case the advance payment is agreed, provisions of the article hereof shall be used appropriately for the advance payment.

12. RIGHTS OF USE, LICENCES

- 12.1. The Contractor hereby undertakes and is obliged to ensure, that the subject-matter of performance shall be free of legal defects, in particular not burdened with rights of third parties and the Client will be entitled to use the subject-matter and allow use of the subject-matter, or assign it to third parties without being obliged to conclude any special agreements with the Contractor or such third parties and without any liabilities arising towards the Contractor or any

third party.

- 12.2. If necessary due to operation or maintenance of the subject-matter of performance, the Contractor undertakes to grant the Client a licence, that is non-exclusive, limited by the territory of the Czech Republic, non-assignable and time limited, in scope of the patent or other rights for industrial property owned by the Contractor or the third party and at the same time to grant the Client a right to use the know-how (if applicable), that is non-exclusive, limited by the territory of the Czech Republic, non-assignable and time limited, as well as other technical information handed over to the Client in scope of the Contract. No provisions contained in these documents are to be interpreted as transfer of ownership of any patent, brand, copyright, know-how or intellectual property rights from the Contractor or any third party onto the Client beyond the scope of the Contract.
- 12.3. Licence fee for granting the licence and the rights of use pursuant to this article hereof is fully included in the contract price. The Client is not obliged to use the licence.
- 12.4. The Client has agreed extension of the rights of use for documentation prepared pursuant to this Contract with the Contractor:
 - a) The Client is obliged to use and present the above mentioned documentation to a necessary group of third parties of the Client providing repairs, maintenance or operation of the equipment that is part of the subject-matter of the Contract,
 - b) The Client is entitled to adjust or change the documentation handed over by the Contractor,
 - c) The Client is entitled to assign or transfer the provided rights and licences pursuant to this article of the Contract to any third party that will become the assignee of the subject-matter of the performance.

13. LIABILITY FOR DEFECTS AND WARRANTY

- 13.1. The Contractor shall be liable for quality, functionality and completeness of the subject-matter of performance and guarantee, that the subject-matter of performance will be executed in compliance with the Contract terms, within parameters defined by this Contract, by design documentation and pursuant to binding technical standards (ČSN, ČSN-EN, ČSN ISO) as well as in compliance with binding sanitary, ecological, fire protection, safety and building regulations.
- 13.2. The subject-matter of performances has defects in case it does not correspond with the result defined in the Contract, or unless stipulated, with the usual result. The defect is understood as deviation in quality and parameters of the subject-matter determined in specifications of the Client or defined by generally binding regulations. Backlogs are understood as unfinished works compared to the Client's specifications.
- 13.3. The Contractor grants a warranty for the subject-matter of performance that starts on the day of handover and takeover of the subject-matter by the Client and will expire after sixty (60) months from takeover of the subject-matter of performance by the Client, unless stipulated otherwise in the Contract.
- 13.4. Each defect that occurs in the course of warranty shall be completely removed by the Contractor at its own expenses. The Contractor shall be liable for defects that occur on the subject-matter of performance at the time of its handover. The Contractor shall assume the liability (quality guarantee) that the subject-matter will be eligible for use for the contracted purpose for the whole warranty period. The Contractor shall be liable for due execution of the subject-matter performance within the scope, quality and parameters defined by the specifications, documentation, Czech or other standards and by this Contract for the whole warranty period.
- 13.5. The Contractor is obliged to address the defect removal notified by the Client within two calendar days after the Client's notification. The Contractor is obliged to remove the defect without any delay, however latest by the deadline determined by the Client.
- 13.6. In case the Contractor does not start to remove the notified defects within the agreed period and unless other procedure is arranged by a written agreement, the Client is entitled to ensure removal of subject-matter defects at the Contractor's expenses through a third party at its own

discretion or using its own capacities. The Client's expenses incurred while removing the defects of the Work may be directly charged by the Client to the Contractor based on the invoice – tax document, asserted against the bank guarantee, if issued, or deducted from the retainage. The Contractor is furthermore obliged to pay the Client (or Customer) all damage incurred on account of breach of these Contractor's obligations.

- 13.7. In the case of repair or replacement of defective materials or segments of the equipment, the warranty period is extended by the period the parts of subject-matter concerned could not be operated/utilized as a result of the ascertained shortcomings.

14. FORCE MAJEURE

- 14.1. The party to the Contract is relieved from liability for breaching the contractual obligations, if this party proves, that it was temporarily or permanently prevented from fulfilling the contractual obligations by an extraordinary, unforeseen and insurmountable obstacle that occurred independently of its will (hereinafter the „Force majeure“). However, the liability is not excluded by an obstacle which occurred in the time when the liable party had already been in default of fulfilment of its obligation, or which occurred as a result of their economic conditions.
- 14.2. Force majeure circumstances are understood as the unavoidable events that could not have been foreseen by the party that claims them at the moment of contract conclusion, and prevent the party to fulfil its contractual obligations, such as an act of war, natural disasters, general strikes, etc. On the contrary, in particular subcontractor delivery delay, production and power outages, etc. are not considered as the force majeure circumstances.
- 14.3. The party to the Contract that claims the force majeure is obliged to notify the other party of force majeure circumstance occurrence without delay, however within three days at the latest, and to confirm such notification in writing immediately. The same procedure is applied for notification of the second party of termination of force majeure circumstances. Upon request, the party to the contract that claims the force majeure shall submit a credible evidence of these facts.
- 14.4. In case the event or circumstances of force majeure do not exceed four months, performance of this Contract shall be extended by the time period the event or circumstances persisted. In case the event or circumstances of force majeure exceed four months, the situation shall be solved by means of mutual agreement between the parties to the contract.
- 14.5. In case the force majeure lasts more than four months, the second party to the contract is entitled to withdraw from the Contract pursuant to article 15 hereof.

15. WITHDRAWAL

- 15.1. Without limitation or exclusion of other rights resulting from the Contract, the Client is, at own discretion, entitled to withdraw from the Contract, both partially or in full, not only for reasons defined by the law, but also in cases of substantial breach of the contract by the Contractor, as stipulated below, through a written withdrawal notification delivered to the Contractor:
- a) in case that the Contractor breaches the Contract less substantially on repeated occasions (at least twice) and such a breach is not removed even despite the Client's written notification (it is sufficient via email) within the period determined by the Client,
 - b) in case that the Contractor is subject to insolvency proceedings in the course of the Contract performance,
 - c) in case that the Contractor assigns or transfers the Contract or any of its parts, any right, obligation or concern resulting from the Contract in contradiction with provisions of the Contract,
 - d) in case that the Contractor is in default of execution/delivery of the subject-matter of performance for a period exceeding 15 days compared to the deadlines stipulated in the Contract,
 - e) in case that the Contractor's obligations are breached pursuant to art. 16 hereof,

- f) in case that the Contract between the Client and the Contractor is terminated,
 - g) In case that the Contractor becomes unreliable VAT payer pursuant to Section 106a of the VAT Act No. 235/2004 Coll., as subsequently amended.
- 15.2. Any party of the Contract is entitled to withdraw from the Contract, if circumstance/event of force majeure exceed the period stipulated in art. 14.4 hereof. Both the Client and the Contractor is entitled to withdraw from the Contract at its discretion partially or in full, if circumstance/event of force majeure of the second party to the Contract exceeds four months.
- 15.3. Withdrawal from the Contract becomes effective on the day the written withdrawal notification is delivered to the Contractor, unless the notification contains later date of withdrawal effect. The contract is discharged at the moment the written withdrawal notification is delivered to the other party to the Contract.
- 15.4. In case of withdrawal, the Contractor shall receive reimbursement of the price for any part of the subject-matter delivered to the Client prior to the termination date (if and in scope in which it has not been reimbursed yet), provided that the delivered part of the subject-matter corresponds exactly with the provisions of the Contract. The Client and the Contractor may even agree on takeover and reimbursement of price of those parts of the subject-matter that have not been delivered prior to the termination date.
- 15.5. The Contractor shall reimburse the Client the amount of any expenses, direct losses or damage caused to the Client by discharge/termination of the Contract, including all other costs, losses or damages caused to the Client.
- 15.6. The parties to the contract have agreed to exclude application of Section 1978 art. 2 of the Civil Code that stipulates, that unfulfilment of the additional payment date results in withdrawal from the Contract.
- 15.7. Validity and effect of the Contract may be also terminated by means of a written agreement.

16. CONFIDENTIALITY

- 16.1. Without the prior consent of the Client, the Contractor shall not disclose existence of the Contract, or any provisions of the Contract and all information shall be deemed confidential.
- 16.2. All specific plans, drawings, templates, samples or information delivered by the Client or the Customer or on their behalf in connection with the Contract or any of their parts and information concerning the Client or the Customer shall be deemed confidential as well.
- 16.3. Regardless of the abovementioned provisions, the Contractor's confidentiality obligation shall not include such information that:
- a) was at the time of disclosure in the public domain or which subsequently enters the public domain through no act or failure to act by the Contractor; or
 - b) was in the possession of the Contractor at the moment of disclosure; or
 - c) becomes available to the Contractor from the third party in compliance with the law without breaching the confidentiality obligation; or
 - d) in case such provision/disclosure has been requested upon law or other binding legal regulation or ruling of the court, the Contractor is obliged to inform the Client of such a request without delay to provide the Client with opportunity to adopt all legal measures available to limit scope or consequences of such a disclosure, or
 - e) in relation to potential mutual litigation.
- 16.4. Without the prior written consent of the Client no document or information stipulated in art. 16 hereof shall be used by the Contractor other than for the purpose of the Contract performance.

17. NO ASSIGNMENT

- 17.1. The parties to the Contract exclude the Contractor's option to assign or pledge (lien) the Contract or any of its parts, any right, obligation or concern resulting from the Contract to the third party without the prior written consent of the Client.

18. SET-OFF RIGHT

18.1. Upon written notification, any amount matured or unmatured to the Contractor pursuant to this Contract may be set-off by the Client against any amount matured or unmatured by the Contractor or any other agreement between the Client and the Contractor.

19. GOVERNING LAW

19.1. The Contract is governed by the laws of the Czech Republic. Application of conflict rules and Convention on International Sale of Goods - CIGS („**Vienna Convention**“) is excluded.

19.2. Rights and obligations of the parties to the Contract not resolved by the Contract are governed by the Act No. 89/2012 Coll., of the Civil Code as amended and other legal regulations related to the Contract.

20. SPECIAL PROVISIONS

20.1. The parties to the Contract exclude application of Section 1740 art. 3 of the Civil Code, which stipulates, that the Contract is concluded even if there is not complete accordance of declaration of will of the parties to the Contract.

20.2. No trade terms or similar documents, other than those the Contract explicitly mentions, shall be part of the contract or applied to the contractual relationship. In compliance with provisions of Section 1751 art. 2 of the Civil Code, the Client hereby excludes conclusion of any contract for the case that the Contractor encloses its own GTC, unless these are explicitly accepted by the Client in writing.

20.3. The Contractor hereby acknowledges that all clauses contained in the Contract are fully comprehensible, are not disadvantageous for the Contractor and the Contract does not deviate from usual terms and conditions agreed in similar cases. The parties to the Contract have agreed that provisions of Section 1799 and Section 1800 of the Civil Code amending references for trade terms in the adhesion contracts and defining incomprehensible or significantly disadvantageous clauses and conditions of their validity shall not be applied for the contractual relationship based on a Contract.

20.4. The parties to the Contract exclude application of Section 2107 art. 3 last sentence, Section 2110 and Section 2111 of the Civil Code.

20.5. Within the meaning of provision of Section 1764 of the Civil Code, the Contractor hereby declares that it takes the risk of change in circumstances and shall not be entitled to claim resumption of negotiations on this Contract from the Client and/or the court owing to substantial change in circumstances which may establish a gross disproportion in rights and obligations of the parties to the Contract.

20.6. The parties to the Contract hereby declare that business usages are not taken into account in the legal relationship represented by the Contract within the meaning of Section 558 art. 2 of the Civil Code and a these business usages do not take precedence over provision of the law, that have no peremptory effects.

20.7. Should any provisions of the Contract be or subsequently become invalid, ineffective or unenforceable, it shall be deemed as separable from the other content of the Contract and it shall have no effect on the validity, effect and enforceability of the Contract as a whole. Under this Contract, the parties to the Contract undertake to substitute such invalid, ineffective and unenforceable provision with a new provision, interpretation of which shall correspond to the purpose and intention of the Contract as well as with the will of the contracting party expressed by conclusion of the Contract.

20.8. All annexes are an integral part of this Contract. In case of any discrepancy between wording of the Contract and these GTC, wording of provisions of the Contract shall prevail. In case of any discrepancy between wording of the Contract and any of its annexes, wording of provisions of the Contract shall prevail.

The construction and interpretation of these GTC shall be determined solely on the basis of its Czech language version. Any other language versions, especially this English version, are purely for the sake of convenience and not authoritative.